

JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306  
Corinne Ball  
Nathan Lebioda

JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212  
David G. Heiman  
Thomas A. Wilson

JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 521-3939  
Facsimile: (404) 581-8330  
Jeffrey B. Ellman

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> , <sup>1</sup>	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----X	:	

**NOTICE OF FILING OF SCHEDULE OF  
CERTAIN DESIGNATED AGREEMENTS INVOLVING  
INTERNATIONAL COUNTERPARTIES AND CURE COSTS RELATED THERETO**

<sup>1</sup> A second amended list of the debtors and debtors in possession in these cases (collectively, the "Debtors"), their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On April 30, 2009 (the "Petition Date"), Old Carco LLC (f/k/a Chrysler LLC) and 24 of its affiliated Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The remaining Debtor, Alpha Holding L.P., commenced its bankruptcy case by filing a voluntary petition with the Bankruptcy Court on May 19, 2009.

2. Old Carco LLC (f/k/a Chrysler LLC) and its Debtor subsidiaries; Fiat S.p.A ("Fiat"); and Chrysler Group LLC (f/k/a New CarCo Acquisition LLC) (the "Purchaser"), a Delaware limited liability company formed by Fiat, entered into a Master Transaction Agreement, dated as of April 30, 2009 (the "Purchase Agreement"), that contemplated a set of related transactions for the sale of substantially all of the Debtors' tangible, intangible and operating assets, defined as the "Purchased Assets" in Section 2.06 of the Purchase Agreement, subject to higher and better offers made pursuant to the Bidding Procedures (as defined below).

3. On May 3, 2009 and May 22, 2009, the Debtors filed motions with the Bankruptcy Court (Docket Nos. 190 and 1742) (collectively, the "Sale Motion") seeking, among other things, (a) authority to sell substantially all of the Debtors' assets free and clear of all liens, claims, interests and encumbrances to the Purchaser or another bidder (the "Sale Transaction"); (b) approval of certain procedures (the "Bidding Procedures") for the solicitation of competing bids with respect to the Sale Transaction; (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the

closing of the Sale Transaction; and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction.

4. A hearing on the Sale Motion was held before the Bankruptcy Court on May 1, 4 and 5, 2009, after which the Bankruptcy Court entered an order (Docket No. 492) (the "Bidding Procedures Order"), among other things, approving certain procedures (the "Contract Procedures") establishing a process for (a) the assumption of the Designated Agreements (as defined below) by the Debtors and the assignment of these agreements to the Purchaser, (b) the determination of the amounts necessary to cure defaults under the Designated Agreements (the "Cure Costs") and (c) the resolution of other disputes in connection with the assumption and assignment of the Designated Agreements pursuant to section 365 of the Bankruptcy Code.

5. Subsequently, on June 1, 2009, the Bankruptcy Court entered an order (Docket No. 3232) approving the sale of the Purchased Assets to the Purchaser. On June 10, 2009 (the "Closing Date"), the Debtors consummated the sale of the Purchased Assets to the Purchaser.

6. In connection with the sale, the Contract Procedures require the Debtors to file with the Bankruptcy Court and serve on each non-debtor counterparty (each, a "Non-Debtor Counterparty") to an executory contract or unexpired lease with any of the Debtors that the Debtors may assume and assign to the Purchaser (the "Designated Agreements"), a notice of assumption and assignment, the form of which is attached to hereto as **Annex A** (the "Assignment Notice").

7. Consistent with the Contract Procedures, attached hereto as **Annex B**, is a schedule identifying (a) certain agreements that the Debtors have identified as Designated

Agreements that they intend to assume and assign to the Purchaser and (b) the corresponding Cure Costs under such Designated Agreements as of April 30, 2009 (the "Assignment and Cure Schedule"). The Assignment Notice, along with the relevant portion of the Assignment and Cure Schedule, has been or will be served on each of the Non-Debtor Counterparties in accordance with the Contract Procedures. The Assignment and Cure Schedule is subject to the terms and conditions of the Contract Procedures.

8. In accordance with Section 2.10 of the Purchase Agreement and paragraph 19(c) of the Bidding Procedures Order, the Debtors may, at the Purchaser's request or with the Purchaser's consent, designate, up to the Agreement Designation Deadline (as defined below), additional executory contracts and unexpired leases as agreements to be assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement (collectively, the "Additional Designated Agreements"). As used herein the "Agreement Designation Deadline" means, as applicable, (a) 30 days after the Closing Date with respect to the standard uniform dealership agreements in the form of the Chrysler Corporation Sales and Service Agreement, as well as agreements in the form of the Chrysler Direct Dealer Agreement; (b) 60 days after the Closing Date for executory contracts and unexpired leases with the Debtors' production suppliers; and (c) 90 days after the Closing Date for all other agreements. In accordance with the Contract Procedures, the Debtors will file additional Assignment and Cure Schedules with the Bankruptcy Court and serve additional Assumption Notices on applicable Non-Debtor Counterparties to the extent any executory contract or unexpired leases are designated to be Additional Designated Agreements.

9. The inclusion of any document on the list of Designated Agreements contained in the Assignment and Cure Schedules or an Assumption Notice shall not constitute or

be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto being expressly reserved.

10. This Notice is qualified in its entirety by the Contract Procedures set forth in the Bidding Procedures Order, and Non-Debtor Counterparties are encouraged to read the Contract Procedures in their entirety.

Dated: July 10, 2009  
New York, New York

Respectfully submitted,

/s/ Corinne Ball

Corinne Ball  
Nathan Lebioda  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306

David G. Heiman  
Thomas A. Wilson  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212

Jeffrey B. Ellman  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 521-3939  
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**ANNEX A**

**[Form of Assignment Notice]**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : Chapter 11  
Old Carco LLC :  
(f/k/a Chrysler LLC), *et al.*,<sup>1</sup> : Case No. 09-50002 (AJG)  
Debtors. : (Jointly Administered)  
-----X

**NOTICE OF (I) DEBTORS' INTENT  
TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On May 3, 2009 and May 22, 2009, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed motions (collectively, the "Sale Motion")<sup>2</sup> with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") seeking, among other things, (a) authority to sell substantially all of the Debtors' assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the "Bidding Procedures") for the solicitation of bids with respect to the Sale Transaction (the "Bidding Procedures Relief"); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW") to be executed at the closing of the Sale Transaction (the "UAW Retiree Settlement Agreement") and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction (the "Sale Hearing").

2. Old Carco LLC (f/k/a Chrysler LLC) and its Debtor subsidiaries; Fiat S.p.A ("Fiat"); and Chrysler Group LLC (f/k/a New CarCo Acquisition LLC) (the "Purchaser"), a Delaware limited liability company formed by Fiat, entered into a Master Transaction Agreement, dated as of April 30, 2009 (the "Purchase Agreement"), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of

<sup>1</sup> A second amended list of the debtors and debtors in possession in these cases, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

<sup>2</sup> You may obtain a copy of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) by accessing the website established by the Debtors' claims and noticing agent, Epiq Bankruptcy Solutions, LLC at <http://www.chryslerrestructuring.com/>.

the Debtors' tangible, intangible and operating assets, defined as the "Purchased Assets" in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the "CarCo Business"), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the "Purchased Assets") to the Purchaser. Subsequently, on June 1, 2009, the Bankruptcy Court entered an order (Docket No. 3232) approving the sale of the Purchased Assets to the Purchaser (the "Sale Order"). On June 10, 2009, (the "Closing Date"), the Debtors consummated the sale of the Purchased Assets to the Purchaser.

3. This Notice is provided to inform you of the Debtors' intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. The following procedures (the "Contract Procedures") govern the assumption and assignment of these agreements in connection with the sale of the Purchased Assets to the Purchaser.<sup>3</sup>

- (a) Contract Designations. The Purchase Agreement contemplates, and the Sale Order authorizes the assumption and assignment to the Purchaser of certain executory contract(s) and unexpired lease(s). Attached hereto as **Exhibit A** is a list of certain executory contracts and/or unexpired leases that the Debtors intend to assume and assign to the Purchaser (collectively, the "Designated Agreements" and, each, a "Designated Agreement"), pursuant to section 365 of title 11 of the United States Code (the "Bankruptcy Code").
- (b) Cure Costs. The Debtors have listed on the attached **Exhibit A** the amounts that the Debtors believe must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code (in each instance, the "Cure Costs"). Cure Costs may be listed on **Exhibit A** on an agreement-by-agreement basis or in the aggregate for multiple Designated Agreements.
- (c) Agreement to Assumption and Assignment. If you agree with the Cure Costs indicated on **Exhibit A**, and otherwise do not object to the Debtors' proposed assumption and assignment of your lease or contract, you are not required take any further action.
- (d) Section 365 Objections. Objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the non-debtor counterparty to such Designated Agreement (the "Non-Debtor Counterparty") from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or to the proposed

---

<sup>3</sup> This Notice is subject to the full terms and conditions of the Sale Motion, the Sale Order, the Bidding Procedures Order and the Contract Procedures set forth in the Bidding Procedures Order, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.



Cure Costs (a "Section 365 Objection"), must be made in writing and filed with the Bankruptcy Court so as to be **received no later than July 20, 2009** (the "Section 365 Objection Deadline") by the Bankruptcy Court and the following parties: (i) the Debtors, c/o Old Carco LLC, 1000 Chrysler Drive, CIMS# 485-14-96, Auburn Hills, Michigan 48326-2766 (Attn: Ronald E. Kolka); (ii) Jones Day, counsel to the Debtors, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Nathan Lebioda, Esq.) and 1420 Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309-3053 (Attn: Jeffrey B. Ellman, Esq.); (iii) Capstone Advisory Group, LLC, Park 80 West, Plaza 1, Plaza Level, Saddle Brook, NJ 07663 (Attn: Robert Manzo); (iv) Kramer Levin Naftalis & Frankel LLP, counsel to the Official Committee of Unsecured Creditors', 1177 Avenue of the Americas New York, New York 10036 (Attn: Thomas M. Mayer, Esq. and Kenneth H. Eckstein, Esq.); (v) Simpson Thacher & Bartlett LLP, counsel to the administrative agent for the Debtors' prepetition senior secured lenders, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter Pantaleo, Esq. and David Eisenberg, Esq.); (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian S. Masumoto, Esq.); (vii) the U.S. Department of Treasury, 1500 Pennsylvania Avenue NW, Room 2312 Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (viii) United States Attorney's Office, Southern District of New York, Civil Division, Tax & Bankruptcy Unit, 86 Chambers Street, 3rd Floor, New York, New York 10007 and Cadwalader, Wickersham & Taft LLP, Of counsel to the Presidential Task Force on the Auto Industry, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (ix) Vedder Price, P.C., counsel to Export Development Canada, 1633 Broadway, 47th Floor New York, New York 10019 (Attn: Michael J. Edelman, Esq.); (x) the Purchaser and Fiat, c/o Fiat S.p.A, Via Nizza n. 250, 10125 Torino, Italy (Attn: Chief Executive Officer); (xi) Sullivan & Cromwell LLP, counsel to the Purchaser and Fiat, 125 Broad Street, New York, New York 10004 (Attn: Scott D. Miller, Esq. and Andrew Dietderich, Esq.) and 1888 Century Park East, 21st Floor, Los Angeles, CA 90067 (Attn: Hydee R. Feldstein, Esq.); (xii) International Union, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel Sherrick, Esq.); (xiii) Cleary Gottlieb Steen & Hamilton LLP, counsel to the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (xiv) Cohen, Weiss and Simon LLP, counsel to the UAW, 330 W. 42nd St., New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (xv) Togut, Segal & Segal, LLP, conflicts counsel to the Debtors, One Penn Plaza, New York, New York 10119 (Attn: Albert Togut, Esq.); and (xvi) any other statutory committees appointed in these cases.

- (e) Resolution of Objections; Section 365 Hearing. Upon the filing of a Section 365 Objection (i) challenging the ability of the Debtors to assume or assign the Designated Agreement (a "Disputed Designation") or (ii) asserting a cure amount higher than the proposed Cure Costs indicated on **Exhibit A** annexed hereto (the "Disputed Cure Costs"), the Debtors, the Purchaser and the objecting Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If any of the Debtors, the Non-Debtor Counterparty or the Purchaser determine that the objection cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Disputed Designation and/or the amount to be paid under section 365 of the Bankruptcy Code with respect to the Disputed

Cure Costs will be determined by the Bankruptcy Court at an omnibus hearing established for such purpose that is on a date not less than ten days after the service of such objection or such other date as determined by the Bankruptcy Court (the "Section 365 Hearing"), unless the Debtors, the Purchaser and the Non-Debtor Counterparty to the Designated Agreement in dispute agree otherwise. Unless otherwise agreed by the parties, the Section 365 Hearing to consider objections relating to the Designated Agreement(s) identified on the attached Exhibit A shall be conducted on **August 6, 2009 at 10:00 a.m., Eastern Time**, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, Courtroom 523, One Bowling Green, New York, New York 10004, before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge. If the Bankruptcy Court determines at a Section 365 Hearing that the Designated Agreement cannot be assumed and assigned, or establishes Cure Costs that the Purchaser is not willing to pay, then such executory contract or unexpired lease shall no longer be considered a Designated Agreement.

- (f) Failure to Object; Consent to Assumption and Assignment. Unless a Section 365 Objection is filed and served before the Section 365 Objection Deadline, all parties shall be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and such party shall be forever barred from objecting to the Cure Costs or such assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser.
- (g) Resolution of Assumption/Assignment Issues. If the Non-Debtor Counterparty to a Designated Agreement fails to timely assert a Section 365 Objection as described in paragraph (d) above, or upon the resolution of any timely Section 365 Objection by agreement of the parties or order of the Bankruptcy Court approving an assumption and assignment, such Designated Agreement shall be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement shall be established and approved in all respects, subject to the conditions set forth in paragraph (j) below.
- (h) Additional Contract Designations. In accordance with Section 2.10 of the Purchase Agreement, the Debtors may, at the Purchaser's request or with the Purchaser's consent, designate, up to the Agreement Designation Deadline, additional executory contracts and unexpired leases as agreements to be assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement (the "Additional Designated Agreements"). As used herein the "Agreement Designation Deadline" means, as applicable, (i) 30 days after the Closing Date with respect to certain agreements with the Debtors' U.S. dealers, (ii) 60 days after the Closing Date for executory contracts and unexpired leases with the Debtors' production suppliers and (iii) 90 days after the Closing Date for all other agreements. Upon determining that a specific executory contract or unexpired lease, or a group thereof, are Additional Designated Agreements, the Debtors, at the Purchaser's request, shall serve notice on each of the Non-Debtor Counterparties to such Additional Designated Agreements and their Counsel of Record, indicating (i) that the notice recipient is a Non-Debtor Counterparty to one or more executory contracts or unexpired leases with the Debtors that the Debtors intend to assume and assign to the Purchaser and (ii) the corresponding Cure Cost under the Additional Designated

Agreements as of April 30, 2009; provided, that such Assignment Notice shall in no way limit such Non-Debtor Counterparty's entitlement to Cure Costs accruing during the period after April 30, 2009.

- (i) Purchaser Confirmation Notice. At any time through the Agreement Designation Deadline, the Purchaser may serve on all applicable Non-Debtor Counterparties a notice (a "Confirmation Notice") indicating those Designated Agreements with respect to which the Purchaser has made a final determination to take assignment of a Designated Agreement (each, a "Confirmed Agreement"). Until a Designated Agreement is listed as a Confirmed Agreement on a Confirmation Notice, it shall not be considered to be either assumed or assigned and shall remain subject to assumption, rejection or redesignation hereunder.
- (j) Conditions on Assumption and Assignment. Please read **Exhibit A** carefully. In some cases, **Exhibit A** identifies additional terms or conditions of assumption and assignment with respect to a particular Designated Agreement. Subject to the satisfaction of conditions in paragraph (g) above to address any cure or assignment disputes, the Debtors shall be deemed to have assumed and assigned to the Purchaser each of the Designated Agreements as of the date of and effective only upon the Closing Date. Assumption and assignment of the Designated Agreements also is subject to the Purchaser's rights set forth in paragraphs (h) and (i) above. The Purchaser shall have no rights in and to a particular Designated Agreement until such time as the particular Designated Agreement has been identified by the Purchaser as a Confirmed Agreement and is assumed and assigned in accordance with the procedures set forth herein. Once assumed and assigned as a Confirmed Agreement under these Contract Procedures, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code. Absent the satisfaction of the conditions to assumption and assignment described herein (including the Purchaser's identification of an agreement as a Confirmed Agreement), each of the Designated Agreements shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code.
- (k) Post-Closing Assurances. From and after the Closing Date through the applicable Agreement Designation Deadline, Non-Debtor Counterparties may serve a written request on the Debtors and the Purchaser for a final determination of the assumption or rejection of its executory contracts and unexpired leases. Absent a favorable response within ten days, the Non-Debtor Counterparty may file a motion to compel assumption or rejection of such agreement, which may be heard on ten days' notice, subject to the Court's availability; provided, however, that in the event that a Non-Debtor Counterparty believes that it requires a more expeditious decision regarding assumption or rejection of its executory contract or unexpired lease, such Non-Debtor Counterparty shall be free to seek expedited relief from the Court, without regard to the ten-day periods referenced herein but subject to the legal standards and requirements applicable to requests for expedited consideration, provided further that in such event the counterparty shall give as much advance notice as reasonably practicable under the circumstances to the Debtors and the Purchaser. For purposes of this paragraph, the Debtors and the Purchaser shall be contacted at the addresses identified in paragraph (d) above.

- (l) Cure Payments. Except as may otherwise be agreed to by the parties to a Designated Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay all Cure Costs relating to an assumed executory contract or unexpired lease within ten days after the latest of: (i) the Closing Date or; (ii) the date on which such executory contract or unexpired lease is deemed assumed and assigned, in accordance with subparagraph (j) of these Contract Procedures; or (iii) with respect to Dispute Cure Costs, the date the amount thereof is finally determined.
- (m) Rights Pending Assumption or Rejection. Nothing in these Contract Procedures limits, restricts or expands the rights of parties to executory contracts and unexpired leases pending assumption or rejection, including any rights to seek further relief from the Bankruptcy Court (including motions to compel a prompt final decision on assumption or rejection), or the rights of other parties in response to such requests.
- (n) Filing of Final List of Confirmed Agreements. As soon as reasonably practicable after the Agreement Designation Deadline, the Debtors shall file with the Court a final schedule indicating all Confirmed Agreements and the proposed Cure Costs relating to each Confirmed Agreement scheduled therein.

4. The inclusion of any document on the list of Designated Agreements shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto being expressly reserved.

5. Questions or inquiries relating to this Notice may be directed to the Chrysler Restructuring Hotline at +1-877-271-1568 (for U.S. and Canadian callers) and +1-503-597-7708 (for International callers outside the U.S. and Canada).

[The remainder of this page is intentionally blank.]

Dated: July 10, 2009  
New York, New York

BY ORDER OF THE COURT

Corinne Ball  
Nathan Lebioda  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306

David G. Heiman  
Thomas A. Wilson  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212

Jeffrey B. Ellman  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 521-3939  
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**EXHIBIT A TO ASSIGNMENT NOTICE**

**[Schedule of Designated Agreements and Proposed Cure Costs]**

**[Intentionally Omitted; See Annex B]**

**ANNEX B**

**[Schedule of Certain Designated Agreements and Cure Costs Related Thereto]**

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	4 Motion Automotives LTD		093, Agiou Nikolaou		Egkomi		2408	CYPRUS	Standby Letter of Credit #181/08/10268	\$0.00
Chrysler International Corporation	ACL-Wagner GmbH	GESCHAFTSFUHRUNG / CEO	AM HEUMARKT 11 / 15	A-1030	WIEN / VIENNA			AUSTRIA	Commissioned Agent Agreement	\$0.00
Chrysler International Corporation	Africa Automotive Distribution Services Limited	ATTN: GEORGE BASSADONE	40 DEVILS TOWER ROAD					GIBRALTAR	Distributor Agreement	\$0.00
Chrysler International Corporation	Africa Automotive Distribution Services Limited		40 DEVILS TOWER ROAD					GIBRALTAR	Irrevocable Standby Letter of Credit #ILC09/013	\$0.00
Chrysler International Corporation	Africa Automotive Distribution Services Limited		40 DEVILS TOWER ROAD					GIBRALTAR	Irrevocable Standby Letter of Credit #ILC09/004	\$0.00
Chrysler International Corporation	Africa Automotive Distribution Services Limited,	ATTN: GEORGE BASSADONE	40 DEVILS TOWER ROAD					GIBRALTAR	Special Distributor Agreement	\$0.00
Chrysler International Corporation	Ahmed Zayani & Sons W.W.L.	ATTN RIYADH AL ZAYANI	SHAIKH SALMAN HIGHWAY	P.O. BOX 26332	MANAMA			KINGDOM OF BAHRAIN	Distributor Agreement	\$0.00
Chrysler International Corporation	AK Leasing GmbH	ATTN: ANDREAS JENNY, CEO	LINDENSTRASSE 23		KLOTEN		CH-8302	SWITZERLAND	Sales Agreement	\$0.00
Chrysler International Corporation	AK Leasing GmbH	Autoglobaltrade AG	LINDENSTRASSE 23		KLOTEN		8302	SWITZERLAND	Irrevocable Letter of Credit #SGAX 111-096665	\$0.00
Chrysler International Corporation	Al Mulla & Behbehani Motor Company W.L.L.	ATTN: TALAL M. R. BEHBEHANI	PLOT 1845, 4TH RING ROAD, AL RAI	P.O. BOX 5551	SAFAT		13056	KUWAIT	Distributor Agreement	\$0.00
Chrysler International Corporation	Al Mulla & Behbehani Motor Company W.L.L.			P.O. BOX 5551	SAFAT		13056	KUWAIT	Standy Letter of Credit #ILC07/603/074858	\$0.00
Chrysler International Corporation	Al Mulla & Behbehani Motor Company W.L.L.	ATTN: KHALID AL MUARAIKHI	PLOT 1845, 4TH RING ROAD, AL RAI	P.O. BOX 5551	SAFAT		13056	KUWAIT	Distributor Agreement	\$0.00
Chrysler International Corporation	Al Tewfik Automobile & Equipment Company	HAMDI TABBAA, CHAIRMAN	TABBAA COMMERCIAL CENTER, WASFI		AMMAN		11118	HASHEMITE KINGDOM OF JORDAN	Dealer Agreement	\$0.00
Chrysler International Corporation	Alberic Chrysler Dodge Plymouth, Inc.	ATTN: ALBERIC COLON JR	KENNEDY AVENUE, HIGHWAY NO. 2, KM. 2.5			PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Alcopa SA/NV	ATTN: DOMINIQUE MOORKENS	SATENROZEN B-2550		KONTICH			BELGIUM	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Arab American Vehicles Company	HUSSEIN MOSTAFA MOHAMED	KM 4.5 SUEZ ROAD	P.O. BOX #1 SAKR FACTORY POST OFFICE	CAIRO			EGYPT	Technical Support Agreement	\$0.00
Chrysler International Corporation	Arab American Vehicles Company	ATTN ENG. A. AZIZ MAHMOUD	4.5 KMS. SUEZ ROAD	HORREYA - HELIOPOLIS	CAIRO			EGYPT	CKD License Agreement for the Assembly of Vehicles in the Arab Republic of Egypt	\$0.00
Chrysler International Corporation	Arab American Vehicles Company		4.5 KMS. SUEZ ROAD	HORREYA - HELIOPOLIS	CAIRO			EGYPT	Irrevocable Standby Letter of Credit #96093/80085	\$0.00
Chrysler International Corporation	Aro-Yhtymä Oy	ATTN: KALEVI ARO, PRESIDENT	RISTIPELLONTIE 5		HELSINKI		SF 00390	FINLAND	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Aro-Yhtymä Oy, Sweden	ATTN: KALEVI ARO, PRESIDENT	RISTIPELLONTIE 5		HELSINKI		SF 00390	FINLAND	General Distributor Agreement	\$0.00
Chrysler International Corporation	AS Silberauto, Lithuania	ATTN: CEO	JARVEVANA TEE 11		TALLIN		11314	ESTONIA	General Distributor Agreement	\$13,773.00
Chrysler International Corporation	AS Silberauto	ATTN: CEO	JARVEVANA TEE 11		TALLIN		11314	ESTONIA	General Distributor Agreement	\$169,388.00
Chrysler International Corporation	ATI LTD	FAHD IBRAHIM ZAKI, MGR	2, BAHGAT ALY STREET, TOWER (D)	ZAMALEK	CAIRO			EGYPT	Sales and Importation Agreement	\$0.00
Chrysler International Corporation	Auto Nejma Maroc S.A.	ATTN: ZAKARIA HAKAM	KM 10, ROUTE D'EL JADIDA		CASABLANCA			KINGDOM OF MOROCCO	Distributor Agreement	\$3,065.00
Chrysler International Corporation	Autobinck Holding N.V., Czech Republic	ATTN: MR. M.J. G.P. CORNELISSEN	BINCKHORSTLAAN 312-234		THE HAGUE		2516 BK	THE NETHERLANDS	Confidentiality Agreement	\$0.00
		ATTN: MR. M.J. G.P. CORNELISSEN	P.O. BOX 148		THE HAGUE		2501 CC	THE NETHERLANDS		
Chrysler International Corporation	Automotive Equipment and Vehicles (2004) Ltd.	ATTN: MR. ITTAMAR GIVTON	P.O. BOX 20205	74 MENACHEM BEGIN ROAD	TEL-AVIV		67215	ISRAEL	Distributor Agreement	\$0.00



CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Automotive Equipment and Vehicles (2004) Ltd.	ATTN: TZVI NETA	P.O. BOX 20205	74 MENACHEM BEGIN ROAD	TEL-AVIV		67215	ISRAEL	Financing Agreement	\$0.00
Chrysler International Corporation	Automotive Equipment and Vehicles (2004) Ltd.	ATTN: MR. ITTAMAR GIVTON	74 MENACHEM BEGIN ROAD		TEL-AVIV		67215	ISRAEL	Guaranty Agreement	\$0.00
Chrysler International Corporation	Automotive Equipment, Inc.	ATTN: JEFFREY KAHN, GENERAL MANAGER	28175 HAGGERTY RD.		NOVI	MI	48377		Limited Parts Distributor Agreement (for export of Parts purchased under agreement to Israel)	\$0.00
Chrysler International Corporation	Automotive Industries Ltd	ATTN: ARIE KIZMAN	P.O. BOX 535		NAZARETH ILLIT.		17105	ISRAEL	Kits Supply Agreement	\$17,605.00
Chrysler International Corporation	Automotive Industries Ltd	ATTN: MR. ITTAMAR GIVTON, DIRECTOR	DERECH HA'EMEK 41		NAZARETH ILLIT.		17105	ISRAEL	Nondisclosure Agreement	\$0.00
Chrysler International Corporation	Balkan Star Automotive EOOD	RESBARSKA STR. 5			SOFIA		1510	BULGARIA	General Distributor Agreement	\$0.00
Chrysler International Corporation	Bassadone Automotive Group	ATTN: KEVIN JONES, CEO	P.O. BOX 176	40 DEVIL'S TOWER ROAD				GIBRALTAR	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Bassadone Automotive Group	ATTN: KEVIN JONES, CEO	P.O. BOX 176	40 DEVIL'S TOWER ROAD				GIBRALTAR	Nondisclosure Agreement	\$0.00
Chrysler International Corporation	Behbehani Brothers W.L.L.		Bldg. 180, Shaikh Salman	Highway 0328	Manawa			BAHRAIN	Standby Letter of Credit #IGTPMT/06/0060	\$0.00
Chrysler International Corporation	Behbehani Brothers W.L.L.	Motor Division	P O Box 168		Manawa			BAHRAIN	Standby Letter of Credit #IGT/PMT/06/00653	\$0.00
Chrysler International Corporation	Behbehani Brothers W.L.L.	ATTN: ABDUL MAJEED SHIRAZI	180 SHAIKH SALMAN HIGHWAY		SALHEYA 356			BAHRAIN	Letter of Credit #BHILCY700411	\$0.00
		ATTN: ABDUL MAJEED SHIRAZI	P.O. BOX 168		MANAMA			BAHRAIN		
Chrysler International Corporation	Behbehani Brothers W.L.L.	ATTN: ABDUL MAJEED SHIRAZI	180 SHAIKH SALMAN HIGHWAY		SALHEYA 356			BAHRAIN	Letter of Credit #29395950096	\$0.00
		ATTN: ABDUL MAJEED SHIRAZI	P.O. BOX 168		MANAMA			BAHRAIN		
Chrysler International Corporation	Behbehani Brothers W.L.L.	ATTN: ABDUL MAJEED SHIRAZI	180 SHAIKH SALMAN HIGHWAY		SALHEYA 356			BAHRAIN	Distributor Agreement dated 2/1/2006	\$0.00
		ATTN: ABDUL MAJEED SHIRAZI	P.O. BOX 168		MANAMA			BAHRAIN		
Chrysler International Corporation	Bella Retail Group, Inc.	ATTN: CARLOS A LOPEZ-LAY, PRES.	P. O. BOX 8897		SAN JUAN	PUERTO RICO	00910-8897		Dealer Agreement	\$0.00
Chrysler International Corporation	Benitez Group, Inc.	ATTN: PEDRO L. BENITEZ, VP	CARR. 3 KM. 77.2 RIO ABAJO WARD LOTE 4		HUMACAO	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Berge Automoción and SK Bergé	ATTN: JORGE NAVEA, CEO	FELIPE IV NO. 7		MADRID		28014	SPAIN	Confidentiality Agreement	\$0.00
		ATTN: FERNANDO D'ORNELLAS	FELIPE IV NO. 7		MADRID		28014	SPAIN		
Chrysler International Corporation	Bertel O. Steen AS and Nelleman Holding AS	Bertel O. Steen AS	ATTN: VICE PRESIDENT, C/O MARIUS STEEN	SOLHIMVEIEN 7	LORENSKOG		N-1473	NORWAY	Confidentiality Agreement	\$0.00
			ATTN: TOM M HAAMTAD, VICE PRESIDENT	SOLHIMVEIEN 7	LORENSKOG		N-1473	NORWAY		
		Nellemann Holding AS	ATTN: JACOB NELLEMANN	BRYGGERVANGEN 39	COPENHAGEN OE		DK-2100	DENMARK		
Chrysler International Corporation	Berrios Auto Gallery, Inc. dba Berrios Chrysler, Dodge, Jeep de Caguas	PMB 479	Rafael Cordero #200	Suite 140	Caguas	PUERTO RICO	725		Dealer Agreement	\$0.00
Chrysler International Corporation	Bonera Holding S.p.A.	ATTN: FRANCESCO BONERA, CEO	VIALE SANTA EUFEMIA 28		BRESCIA		25135	ITALY	Confidentiality Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Borusan Otomotiv İthalat ve Dagitim A.S.	ATTN: MR. ALI VAHABZADEH	FIRUZKOY BULVARI NO:21	AVCILAR	ISTANBUL		34320	TURKEY	Confidentiality Agreement	\$0.00
		ATTN: MR. ULRICH MUELLER-MENRAD	GIWA HOLDING GMBH	REDWITZSTR. 8	MUNCHEN		D-81925			
Chrysler International Corporation	Borusan Otomotiv İthalat ve Dagitim A.S.	ATTN: LALE ERGIN ARAT	BORUSAM HOLDING	PERILI KOSK, RUMELIHISARI	BALTALIMANI CAD NO. 5		34470	SARIYER, TURKEY	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Bukkehave, Inc.	ATTN: PRESIDENT	1850 ELLER DRIVE, SUITE 402	P.O. BOX 13143, PORT EVERGLADES	FORT LAUDERDALE	FL	33316		Special Distributor Agreement (for world-wide sales to “Authorized Purchasers” (mainly for relief and other type of NGOs))	\$0.00
Chrysler International Corporation	Cabrera Grupo Automotriz Corp. d.b.a. Cabrera Chrysler, Dodge, Jeep®	ATTN: PRESIDENT	PO BOX 140400		ARECIBO	PUERTO RICO	00614-0400		Dealer Agreement	\$0.00
Chrysler International Corporation	Caribbean Auto Mart, Inc.	FIRSTBANK PLAZA	SUITE 203	4700 ESTATE CHARLOTTE AMAUE	ST THOMAS			U.S. VIRGIN ISLANDS	Dealer Agreement	\$0.00
Chrysler International Corporation	CAS, Inc. (College Auto Sales)	ATTN: PRESIDENT	9050 N.W. 27TH AVE.		MIAMI	FL			Sales Agreement	\$0.00
Chrysler International Corporation	Caterpillar Logistics Services, Inc.	C/O CATERPILLAR BRASIL LTDA.	ATTN: FACILITY MANAGER	ROD. LUIZ DE QUERIOZ, KM 157 N/S, CEP 13420-900	SAO PAULO PIRACICABA			BRAZIL	Logistics Services Agreement	\$0.00
		ATTN: ACCOUNT MANAGER	501 S.W. JEFFERSON		PEORIA	IL	61630-2500			\$0.00
		ATTN: ACCOUNT MANAGER	37284 ASPEN DRIVE		FARMINGTON HILLS	MI	48335-5478			
Chrysler International Corporation	Cencar, S.A.	ATTN: MIGUEL MARIA MICHELAGNOLI AYALA, PRESIDENT	AVENIDA MARISCAL LOPEZ 5700	ESQUINA TTE. JOSE LOPEZ	ASUNCION			PARAGUAY	Dealer Agreement	\$51,660.00
Chrysler International Corporation	Chry Portugal Distribuição de Automoveis S.A.	PRACA MARQUES DE POMBAL 1-8			LISBOA		1200	PORTUGAL	General Distributor Agreement for Portugal	\$0.00
Chrysler International Corporation	Chrysler Austria Gesellschaft mbH	ATTN MANAGING DIRECTOR	FELMAYERGASSE 2	WIEN	VIENNA		1211	AUSTRIA	General Distributor Agreement - Chrysler Jeep	\$0.00
Chrysler International Corporation	Chrysler Austria GMBH	ATTN: INGO NATMESSNIG			VIENNA			AUSTRIA	Memorandum of Understanding Regarding the Possible Transfer of the Chrysler, Jeep and Dodge Distributorship in Hungary from Mercedes-Benz Hungaria to Chrysler Austria	\$0.00
Chrysler International Corporation	Chrysler Balkans DOO Belgrade	ATTN: STAVROS PARASKEVAIDES, CEO & DREAGOLIJUB PETROVIC, MD	OMLADINSKIH BRIGADA 33		BELGRADE		11070	SERBIA	Agreement on Assignment of Payables ("Assignment")	\$0.00
Chrysler International Corporation	Chrysler Balkans DOO	ATTN: STAVROS PARASKEVAIDES, CEO	OMLADINSKIH BRIGADA 33		NOVI BELGRADE		11070	SERBIA	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge for Serbia and Montenegro	\$0.00
Chrysler International Corporation	Chrysler Belgium Luxembourg	ATTN M. DE HAES, CEO	AVENUE DE PEAGE 68		BRUSSELS		1200	BELGIUM	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge	\$0.00
		ATTN E. HERRERA CRESPO	AVENUE DE PEAGE 68		BRUSSELS		1200	BELGIUM		
Chrysler International Corporation	Chrysler Colombia Ltda	ATTN: JUAN PABLO MANOTTAS FIGUEROA, CHIEF EXECUTIVE OFFICER	AV. EL DORADO NO. 70 A-25	BOGOTA, D.C				COLOMBIA	Assignment Agreement	\$0.00
Chrysler International Corporation	Chrysler Corporation	1000 CHRYSLER DRIVE			AUBURN HILLS	MI	48326		Automotive Distribution, Licensing and Services Agreement dated 12/17/1992	\$0.00
Chrysler International Corporation	Chrysler Corporation and Sargent International		1900 Glades Road	Suite 245	Boca Raton	FL	33431		Special Export Sales Agreement (US Agency for International Development (export to overseas locations)	\$0.00
Chrysler International Corporation	Chrysler Czech Republic S.R.O.	ATTN: GEORG KENDABACHEK AND HELREIT RUHL	DAIMLEROVA 2296/2	149 45 PRAHA 4	CHODOV			CZECH REPUBLIC	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Chrysler Danmark APS & DaimlerChrysler Danmark APS	ATTN: PETER ROOS & JESPER L. PETERSEN	FREDERIKSKAJ 4		COPENHAGEN V		DK-1790	DENMARK	Assignment Agreement for General Distributor Agreement - CJD	\$0.00
Chrysler International Corporation	Chrysler Deutschland GmbH	ATTN: RADEK JELINEK, MANAGING DIRECTOR	ENGLISCHE STRASSE 30		BERLIN		10587	GERMANY	General Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler –Dodge-Jeep of St. Croix Ltd	PLOT 1-B AND 1-C	ESTATE BODY SLOP	KINGS QUARTER	ST. CROIX			U S VIRGIN ISLANDS	Dealer Agreement	\$0.00
Chrysler International Corporation	Chrysler Finland OY and Aro Yhtyma OY		RISTIPELLONTIE 5		HELSINKI		SF 00390	FINLAND	General Distributor Agreement	\$1,129,879.00
Chrysler International Corporation	Chrysler Finland OY	ATTN: SIMO ROSVALL, MANAGING DIRECTOR	RISTIPELLONTIE 5		HELSINKI		SF 00390	FINLAND	Distributor Assignment Agreement	\$0.00
Chrysler International Corporation	Chrysler Egypt	ATTN TROY BULLARD, MANAGING DIRECTOR							Distribution Services Agreement	\$0.00
Chrysler International Corporation	Chrysler Group Egypt	EDWARD CUMMINS, MANAGING DIRECTOR	SOFITEL TOWERS, 28TH FLOOR	CORNICHE EL NIL, MAADI	CAIRO			EGYPT	Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler Group Egypt Limited	EDWARD CUMMINS, MANAGING DIRECTOR	SOFITEL TOWERS, 28TH FLOOR	CORNICHE EL NIL, MAADI	CAIRO			EGYPT	Distributor Agreement Dated January 1, 2008 - Chrysler Group Egypt Limited - ARAB Republic of Egypt	\$0.00
Chrysler International Corporation	Chrysler France	ATTN: REINHARD LYHS, PRESIDENT	PARC DE ROCQUENCOURT		ROCQUENCOURT		78150	FRANCE	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge	\$0.00
Chrysler International Corporation	Chrysler Italia SRL	ATTN: ANDREA BADOLATI, MANAGING DIRECTOR & ANTONIO STANISCI, SALES DIRECTOR	VIA GIULIO VINCENZO BONA 110		ROME		00156	ITALY	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge for Italy	\$0.00
Chrysler International Corporation	Chrysler International Corporation and Bergé Automoción, S.L.	ATTN: JORGE NAVEA, CEO	FELIPE IV NO. 7		MADRID		28014	SPAIN	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Chrysler International Services S.A.		APARTADO 850	PANAMA 1				REPUBLIC OF PANAMA	Services Agreement (worldwide except NAFTA)	\$0.00
Chrysler International Corporation	Chrysler International Services S.A.	ATTN: L.G. ROBINSON, VP	APARTADO 850	PANAMA 1				REPUBLIC OF PANAMA	Technical Services Agreement (worldwide except	\$0.00
Chrysler International Corporation	Chrysler Jeep Automotriz del Ecuador, S.A.	ATTN: GERENTE GENERAL	AVE AVENIDA JUAN TANCA MERENGO	KM. 4 1/2 FRENTE A LA CIUDADELA MARTA DE ROLDOS	GUAYAQUIL			ECUADOR	Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler Jeep Hellas S.A.	ATTN: ANDREAS SOULOUTZIDAKIS	240-242 KIFISSIAS AVENUE		HALANDRI, ATHENS		15231	GREECE	Confidentiality Agreement (Turkey)	\$0.00
Chrysler International Corporation	Chrysler Jeep Import Hellas S.A.	ATTN: POLY SINGELIDIS, PRESIDENT	131 IERA ODOS STREET		ATHENS		12241	GREECE	General Distributor Agreement for Greece	\$670,425.00
Chrysler International Corporation	Chrysler Jeep Import Portugal, S.A. and DaimlerChrysler España, S.A.	ATTN: DIRECTOR GERAL	AV. DA LIBERDADE NR. 110 3 ESQ. 1269-046		LISBON			PORTUGAL	Parts Distribution Agreement for Portugal	\$0.00
Chrysler International Corporation	Chrysler Jeep Ireland Concessionaires	ATTN: DECLAN MCGOVERN, CHIEF EXECUTIVE	WALKINSTOWN AVENUE		DUBLIN		12	IRELAND	General Distibutor Agreement for Ireland	\$0.00
Chrysler International Corporation	Chrysler Jeep Ireland Concessionaires	ATTN: DECLAN MCGOVERN, CHIEF EXECUTIVE	WALKINSTOWN AVENUE		DUBLIN		12	IRELAND	Consignment Agreement dated 5/18/2009	\$0.00
Chrysler International Corporation	Chrysler Jeep Ticaret A.S.	ATTN MANAGING DIRECTOR	TEM OTOYOLU HADIMKOY CIKISI MERCEDES BENZ TURK	PAZARLAMA MERKEZI BUYUKCEKMECE	ISTANBUL			TURKEY	Importer and Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler Jeep Ticaret A.S.	TEM OTOYULU HADIMKOY CIKISI MERCEDES CADDESI	34500 BAHCESEHIR		ISTANBUL			TURKEY	Memorandum of Understanding	

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Chrysler Nederland B.V.	ATTN: M. BROERE & H. TER HAAR, DIRECTORS	VAN DEVENTERLAAN 50		UTRECHT		3528 AE	The Netherlands	Assignment Agreement for General Distributor Agreement - CJD for the Netherlands	\$0.00
Chrysler International Corporation	Chrysler Norway AS	ATTN: MARIUS STEEN, CEO	SOLHEIMVEIEN 7		LORENSKOG		1473	Norway	General Distributor Agreement	\$286,782.00
Chrysler International Corporation	Chrysler Polska SP.Z.O.O.	ATTN: MARTIN LEITE, VICE-PRESIDENT (CFO)	GOTTLIEBA DAIMLERA 1		WARSAW		02-460	POLAND	Assignment Agreement for General Distributor Agreement - CJD	\$0.00
		ATTN: MACIEJ RATYNSKI, VICE PRESIDENT (MD)	GOTTLIEBA DAIMLERA 1		WARSAW		02-460	POLAND		
Chrysler International Corporation	Chrysler South Africa (Pty) Limited	123 Weirda Roadk (R576/M10 West)			Zwartkop, Centurion			South Africa	Assignment Agreement for General Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler Russia SAO	ATTN: EVGENY OSTANIN, MANAGING DIRECTOR	LENINGRADSKY PROSPECT, 39A		MOSCOW		125167	RUSSIA	Distributor Agreement	\$0.00
Chrysler International Corporation	Chrysler Sweden AG	ATTN: KLAUS ULLMANN, BOARD DIRECTOR	BRONSYXEGATAN 14	PO BOX 50545	MALMO		S-2-2 50	SWEDEN	Assignment Agreement	\$0.00
Chrysler International Corporation	Chrysler Switzerland GMBH	ATTN: ANDREAS JORG, CFO	BERNSTRASSE 55		SCHLIEREN-ZURICH		8952	SWITZERLAND	Assignment Agreement	\$0.00
Chrysler International Corporation	Chrysler UK Limited	ATTN: PETER H. LAMBERT, MANAGING DIRECTOR	TONGWELL	MILTON KEYNES			MK15 8BA	ENGLAND	Assignment Agreement	\$0.00
Chrysler International Corporation	C.J.I. d.d.	LESKOSKOVA 2			LJUBLJANA		1000	SLOVENIA	Irrevocable Standby Letter of Credit #07/ISB/00014	\$0.00
Chrysler International Corporation	C.J.I. d.d.	LESKOSKOVA 2			LJUBLJANA		1000	SLOVENIA	General Distributor Agreement	\$37,520.00
Chrysler International Corporation	Comercial Chrysler S.A.	ATTN: GENERAL MANAGER	AV. AMERICO VESPUCIO 1601	QUILICURA	SANTIAGO			CHILE	Distributor Agreement	\$0.00
Chrysler International Corporation	Crysler Espana, S.L.	ATTN: WOLFGANG MINET, VP	AVENIDA DE BRUSELAS, 30	ALCOBENDAS	MARDID		28108	SPAIN	Assignment Agreement	\$0.00
Chrysler International Corporation	Crysler Espana, S.L.	ATTN: CARLOS ESPINOSA DE LOS MONTEROS, PRESIDENT	AVENIDA DE BRUSELAS, 30	POLIGONO ARROYODE LA VEGA, ALCOBENDAS	MARDID		28108	SPAIN	General Distributor Agreement	\$0.00
Chrysler International Corporation	Crysler International Services, S.A.	ATTN: VICE PRESIDENT	APARTADO 850	PANAMA 1				REPUBLIC OF PANAMA	Service Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler Argentina S.A.	ATTN: PRESIDENTE	AVENIDA DEL LIBERTADOR 2424		BUENOS AIRES		1425	ARGENTINA	Distribution of Automotive Products Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler Automotive Bohemia s.r.o.	ATTN: TILL OBERWORDER	DAIMLEROVA 2296/2	149 45 PRAHA 4	CHODOV			CZECH REPUBLIC	Assignment Agreement for General Distributor Agreement - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler Automotive Bohemia s.r.o. and Chrysler Czech Republic s.r.o	DAIMLERCHRYSLER AUTOMOTIVE BOHEMIA CHRYSLER CZECH REPUBLIC	DAIMLEROVA 2296/2		PRAHA 4 - CHODOV		149 45	CZECH REPUBLIC	Assignment Agreement for GDA - CJD	\$0.00
			DAIMLEROVA 2296/2		PRAHA 4 - CHODOV		149 45	CZECH REPUBLIC		
Chrysler International Corporation	DaimlerChrysler Automotive Polska Sp. z o.o. and Chrysler Polska Sp.z.o.o.	ATTN: JAN MADEJA, PRESIDENT (CEO)	GOTTLIEBA DAIMLERA 1		WARSAW		02-460	POLAND	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler Automotive Polska Sp. z.o.o.	ATTN: WINFRIED BLUM	GOTTLIEBA DAIMLERA 1		WARSAW		02-460	POLAND	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler Belgium Luxembourg and Chrysler Belgium Luxembourg	ATTN M. DE HAES, CEO	1200 BRUSSELS AVENUE DE PEAGE 68					BELGIUM	Assignment Agreement for GDA - CJD	\$0.00
		ATTN W. COSTA, DIRECTOR OWN RETAIL	AVENUE DE PEAGE 68		BRUSSELS		1200	BELGIUM		
Chrysler International Corporation	DaimlerChrysler Belgium Luxembourg n.v./s.a.	ATTN M. DE HAES, CEO	AVENUE DE PEAGE 68		BRUSSELS		1200	BELGIUM	General Distributor Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	DaimlerChrysler Colombia S.A.	ATTN: MATHIAS HELD, PRESIDENT	AV. CALLE 26 NO. 70A-25 (AV. EL DORADO NO. 70-25)		SANTAFE DE BOGOTA			COLOMBIA	Distributor Agreement	\$0.00
Chrysler International Corporation	Daimler Chrysler Company LLC	1000 CHRYSLER DRIVE			AUBURN HILLS	MI	48326		Master Service Level Agreement for Parts Logistics	\$0.00
Chrysler International Corporation	DaimlerChrysler Corporation and Overseas Military Sales Corporation – OMSC Ltd.		ROUTE DE LA GLANE 107		1752 VILLARS-SUR-GLANE 1			SWITZERLAND	Distribution Agreement	\$27,260.00
Chrysler International Corporation	DaimlerChrysler Danmark A/S	ATTN: ANDERS SUNDT DENSEN	FREDERIKSKAJ 4		KOEBENHAVN V		1790	DENMARK	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler de Colombia S.A. and Chrysler Colombia Ltda	ATTN: MATHIAS HELD KONIETZKO, CHIEF EXECUTIVE OFFICER	AV. EL DORADO NO. 70 A-25	BOGOTA, D.C				COLOMBIA	Assignment Agreement for GDA – CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler de México, S.A. de C.V. and DaimlerChrysler de Venezuela L.L.C.	ATTN: JOSE MIGUEL ARELLANO V., GENERAL COUNSEL	PROL. PASEO DE LA REFORMA 1240		SANTA FE		5109	MEXICO	Collection Agent Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler de Venezuela L.L.C.	ATTN: RADEK JELINEK, PRESIDENT	AVENIDA PANCHO PEPE CROQUER	ZONA INDUSTRIAL NORTE	VALENCIA			VENEZUELA	Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler de Venezuela L.L.C.	AV. PANCHO PEPE CROQUER	ZONA INDUSTRIAL NORTE		VALENCIA			VENEZUELA	Collection Agent Agreement	
Chrysler International Corporation	DaimlerChrysler do Brasil Ltda.	ATTN: CHRYSLER MANAGER	AV. ALFRED JURZYKOWSKI 562	SAO BERNARDO DO CAMPO	SAO PAULO			BRAZIL	Distributor Agreement for Automotive Products (Brazil)	\$0.00
Chrysler International Corporation	DaimlerChrysler Espana, S.A.	ATTN: WOLFGANG MINET & ANTONIO GARCIA-PATINO, GENERAL DIRECTORS	AVDA. DE BRUSELAS 30	28108-ALCOBENDAS	MADRID			SPAIN	Parts Distribution Agreement for Portugal	\$0.00
		ALMACEN CENTRAL DE RECAMBIOS,	POLIGONO INDUSTRIAL MIRALCAMPO	AVDA. CONDE DE ROMANONES, 13, 19200-AZUQUECA DE HENARES	GUADALAJARA			SPAIN		
Chrysler International Corporation	DaimlerChrysler España S.A.	ATTN: PEDRO TABERA GARCIA, GENERAL DIRECTOR	AVENIDA DE BRUSELAS, 30	ALCOBENDAS	MADRID		28108	SPAIN	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler España S.A. and Chrysler España S.L.	ATTN: PEDRO TABERA GARCIA, GENERAL DIRECTOR	AVENIDA DE BRUSELAS, 30	ALCOBENDAS	MADRID		28108	SPAIN	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler France	ATTN: REINHARD LYHS	BOITE POSTALE NO. 100	PARC DE ROCQUENCOURT	LE CHESNAY CEDEX		78153	FRANCE	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler France and Chrysler France	ATTN: REINHARD LYHS	BOITE POSTALE NO. 100	PARC DE ROCQUENCOURT	LE CHESNAY CEDEX		78153	FRANCE	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler Italia S.p.A.	ATTN: ABRAHAM SCHOT, CHAIRMAN & VOLKER WIEDMEYER, GENERAL MANAGER CONTROLLING, FINANCE & ADMIN.	VIA GIULIO VINCENZO BONA, 110		ROME		00156	ITALY	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler Italia S.p.A. and Chrysler Italia Srl	DAIMLERCHRYSLER ITALIA SPA	VIA GIULIO VENCENZO BONA, 110		ROME		00156	ITALY	Assignment Agreement for GDA - CJD	\$0.00
		CHRYSLER ITALIA SRL	VIA GIULIO VENCENZO BONA, 110		ROME		00156	ITALY		
Chrysler International Corporation	DaimlerChrysler Nederland B.V.	ATTN: H.A.W. BLUM, PRESIDENT & CEO	VAN DEVENTERLAAN 50		UTRECHT		3528 AE	THE NETHERLANDS	Assignment Agreement for General Distributor Agreement - CJD for the Netherlands	\$0.00
Chrysler International Corporation	DaimlerChrysler Nederland B.V.	ATTN: DRS. H.C.R. VAN DE COOLWIJK, PRESSIDENT & CEO	POSTBUS 20 88	REACTORWEG 25	UTRECHT		3500 GB	THE NETHERLANDS	General Distributor Agreement - CJD for Netherlands	\$0.00
Chrysler International Corporation	DaimlerChrysler SCG doo and Chrysler Balkans	ATTN: STAVROS PARASKEVAIDES, CEO	OMLADINSKIH BRIGADA 33		NOVI BELGRADE		11070	SERBIA	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler Schweiz AG	ATTN: KARL SCHREGLE, CEO	BERNSTRASSE 55		SCHLIEREN-ZURICH		8952	SWITZERLAND	General Distributor Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	DaimlerChrysler Schweiz AG and Chrysler Switzerland GmbH	ATTN: KARL SCHREGLE, CEO	BERNSTRASSE 55		SCHLIEREN-ZURICH		8952	SWITZERLAND	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler Serbia & Crna Gora		OMLADINSKIH BRIGADA 33		NOVI BELGRADE		11070	SERBIA & MONTENEGRO	Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler South Africa (Pty) Limited and Chrysler South Africa (Pty) Limited	ATTN: CHAIRMAN OF THE BOARD	P O BOX 1717		PRETORIA		0001	REPUBLIC OF SOUTH AFRICA	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler South Africa (Pty.) Ltd.	ATTN: CHAIRMAN OF THE BOARD	P O BOX 1717		PRETORIA		0001	REPUBLIC OF SOUTH AFRICA	Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler South Africa (Pty.) Ltd. (fka Mercedes Benz of South Africa (Pty.) Ltd.)	ATTN: CHAIRMAN OF THE BOARD	P O BOX 1717		PRETORIA		0001	REPUBLIC OF SOUTH AFRICA	Distribution Services Agreement (South Africa)	\$0.00
Chrysler International Corporation	DaimlerChrysler Sverige AB	ATTN: PRESIDENT/CEO	BOX 50530	BRONSXEGATEN 14	MALMO		202 50	SWEDEN	General Distributor Agreement	\$0.00
Chrysler International Corporation	DaimlerChrysler Sverige AB and Chrysler Sweden AB	ATTN: PETER ROOS, CEO	BRONSXEGATAN 14	PO BOX 50531	MALMO		S-2-2 50	SWEDEN	Assignment Agreement for GDA - CJD	\$0.00
Chrysler International Corporation	DaimlerChrysler United Kingdom Ltd.	DELAWARE DRIVE, TONGWELL	MILTON KEYNES		BUCKINGHAMSHIRE		MK15 8BA	UK	General Distributor Agreement	\$0.00
Chrysler International Corporation	Disler S.A.U.	ATTN: MANUEL SUAREZ RUIZ	AVENIDA MONTES SIERRA NO. 30		SEVILLE			SPAIN	Custody Agreement	\$0.00
Chrysler International Corporation	Diveimport, S.A.	ATTN: PETER GREMLER, DIRECTOR	CALLE ALEJANDRO BUSSALLEU 151	UBR. STA CATALINA, LA VICTORIA	LIMA			PERU	Distributor Agreement	\$0.00
Chrysler International Corporation	Dupler, S.R.O.	ATTN: VACLAV BUCHBAUER, MANAGING DIRECTOR/CEO	BIEBLOVA 344		HRADEC KRALOVE		500 03	CZECH REPUBLIC	Commissioned Agent Agreement	\$0.00
Chrysler International Corporation	El Mohr Trading S.A.E. dba Abou Ghali Motors and DaimlerChrysler Egypt S.A.E.	ATTN: ENG. MOHAMED ABOU GHALY	1 EL GHABA ST.	P O BOX 11341	HELIOPOLIS			EGYPT	Mutual Termination Agreement (Dealer Agr Jan 1, 2000, as amended, terminated effective as of Dec 31, 2007)	\$0.00
Chrysler International Corporation	El Mohr Trading S.A.E. dba Abou Ghali Motors and DaimlerChrysler Egypt S.A.E.	ATTN: ENG. MOHAMED ABOU GHALY	1 EL GHABA ST.	P O BOX 11341	HELIOPOLIS			EGYPT	Dealer Agreement dated 3/1/2008	\$0.00
Chrysler International Corporation	Entrepoto Comercial de Mozambique, SARL	ROGERIO NUNES, PRESIDENT	AVIENIDA DO TRABALHO, 2106		MAPUTO			MOZAMBIQUE	Distributor Agreement, dated 7/1/08	\$0.00
Chrysler International Corporation	Euroline d.o.o.	ATTN: PAUL KENNEDY, CEO	KOVINSKA 5	JANKOMIR	ZAGREB		10090	CROATIA	Distributor Agreement, dated 7/1/08	\$0.00
Chrysler International Corporation	Ezz El-Arab Automotive Company Ltd and DaimlerChrysler Egypt S.A.E.	ATTN: MR. HISHAM EZZ EL ARAB	13 DR SHAHEEN, AGOUZA		GIZA			EGYPT	Mutual Termination Agreement (Dealer Agr Jan 1, 2000, as amended, terminated effective as of Dec 31, 2007)	\$0.00
Chrysler International Corporation	Ezz El-Arab Automotive Company Ltd and DaimlerChrysler Egypt S.A.E.	ATTN: MR. HISHAM EZZ EL ARAB	13 DR SHAHEEN, AGOUZA		GIZA			EGYPT	Dealer Agreement dated 3/1/2008	\$0.00
Chrysler International Corporation	FGA Capital S.p.A. (FIAT)	ATTN: DANILO VIRANO LEGAL COUNSEL	CORSO G. AGNELLI, 200		TORINO		10135	ITALY	Confidentiality Agreement	\$0.00
Chrysler International Corporation	General Dynamics Robotics Systems		1231 TECH COURT		WESTMINSTER	MD	21157		Proprietary Rights Agreement	\$0.00
Chrysler International Corporation	German Motors SARL	ATTN M. HADJ ABDERRAHMANE, GENERAL MANAGER	35, ROUTE NATIONAL N 36		DELY-IBRAHIM, ALGER			ALGERIA	Distributor Agreement	\$0.00
Chrysler International Corporation	GPH Motor Corporation d/b/a Chrysler 65 de Carolina	ATTN: GERARDO PASCUAL, PRESIDENT	ROAD NO.3, 65TH INFANTRY AVE., KM 11.2	CORNER OF MUNOZ RIVERA AVENUE	CAROLINA	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Grant Woods (dba "Cars With Class")	ATTN: GRANT WOODS, SOLE PROPRIETOR	1115 WILSHIRE BLVD		SANTA MONICA	CA	90401-2011		Non-Circumvention and Commission Agreement	\$0.00
Chrysler International Corporation	Grupo Q El Salvador S.A. de C.V.	ATTN: CARLOS ENRIQUE QUIROS	EDIFICIO GRUPO Q BLVD.	LOS PROCERAS Y AVE. LAS AMAPOLAS, COLONIA SAN MATEO	SAN SALVADOR			EL SALVADOR	Distributor Agreement	\$0.00
Chrysler International Corporation	Grupo Q Guatemala S.A.	ATTN: CARLOS ENRIQUE QUIROS & SAMUEL ANTONIO QUIROS	EDIFICIO Q	CALLE MARISCAL CRUZ 9-04, ZONA 4	CIUDAD DE GUATEMALA			GUATEMALA	Distributor Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Grupo Q Honduras S.A. de C.V.	ATTN: MR. JAVIER MADRID, COUNTRY MGR	BOULEVARD CENTROAMERICA	FRENTE A CENTRO COMERCIAL MIRAFLORES	TEGUCIGALPA		640	HONDURAS	Distributor Agreement	\$0.00
Chrysler International Corporation	Grupo Q Panama S.A.	ATTN: PAUL ORTIZ, COUNTRY MANAGER	AVENIDA NICANOR OBARRIO (CALLE 50)	EDIFICIO NO. 68, SAN FRANCISCO	CIUDAD DE PANAMA			PANAMA	Distributor Agreement	\$0.00
Chrysler International Corporation	HVP Motor Corporation	ATTN: CARLOS VAILLANT, CEO	PO BOX 29477		SAN JUAN	PUERTO RICO	00929-0477		Dealer Agreement	\$0.00
Chrysler International Corporation	Inchcape plc	ATTN MR. DALE BUTCHER	22A ST JAMES'S SQUARE		LONDON		SW1Y 5LP	UNITED KINGDOM	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Iframac Limited (CFAO)	ATTN: MR. DOMINIC DUPONT	P O BOX 698		PLAINE LAUZIN			REPUBLIC OF MAURITIUS	Distributor Agreement Dated July 1, 2008	\$0.00
Chrysler International Corporation	Interamericana Trading Corporation	ATTN: CHAIRMAN	WARRENS		ST. MICHAEL			BARBADOS	Distributor Agreement	\$0.00
		ATTN: CHAIRMAN	PO BOX 98		BRIDGETOWN			BARBADOS		
Chrysler International Corporation	Interdan A/S	ATTN: PREBEN STENKJAER	VEDBAEK STRANDVEJ 350	P.O. BOX 49	VEDBAEK		DK-2950	DENMARK	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Isoquant Investments (Pvt.) Ltd	ZIMOCO, ATTN: P.R. CROSSLEY	PO BOX ST 454/5	SOUTHERTON, 24 DOUGLAS ROAD	WORKINTON, HARARE			REPUBLIC OF ZIMBABWE	Distributor Agreement	\$0.00
Chrysler International Corporation	James Western Star Sterling Ltd	ATTN: BRYAN JAMES, PRESIDENT	5239 CONTINENTAL WAY		PRINCE GEORGE	BC	V2N 5S5	CANADA	Sales Agreement	\$0.00
Chrysler International Corporation	Jankel Armouring Limited	ATTN: A. JANKEL, MANAGING DIRECTOR	WEYBRIDGE		SURREY		KT13 8XR	UK	Non Disclosure Agreement	\$0.00
Chrysler International Corporation	Jankel Armouring Limited	ATTN: ANDREW JANKEL, MANAGING DIRECTOR	PO BOX 1	WEYBRIDGE	SURREY		KT13 8XR	UNITED KINGDOM	Letter Agreement Concerning Transfer of Two J8 Vehicles to Jankel and their Disposal, dated 9/4/08	\$0.00
Chrysler International Corporation	Jankel Armouring Limited	ATTN: A. JANKEL, MANAGING DIRECTOR	WEYBRIDGE		SURREY		KT13 8XR	UK	Letter Agreement Concerning Transfer of Two J8 Vehicles to Jankel and their Disposal, dated 10/27/08	\$0.00
Chrysler International Corporation	Joint Stock Company "AutoCapital"	ATTN: TARIEL VASADZE	15/2 KRASNOARMJSKA STR.		KYIV		1004	UKRAINE	Distributor Agreement	\$0.00
Chrysler International Corporation	Joint Stock Company "AutoCapital"	ATTN: VICTOR S. STEPANENKO, GENERAL MANAGER	KRASNOARMEYSKAYA, 15/2		KIEV		01004	UKRAINE	Contract Nos. 01/08 CJ and 02/08 CJ	\$0.00
Chrysler International Corporation	Lohomij B.V.	ATTN: BEREND HULSHOFF	OUD CLINGENDAAL 1		WASSENAAR		2245CH	THE NETHERLANDS	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Magna Steyr Fahrzeugtechnik AG & Co KG and DaimlerChrysler Management Austria Ges.m.b.H.	VORSTAND, MAGNA STEYR FAHRZEUGTECHNIK AG	LIEBENAUEER HAUPTSTRASSE 317		GRAZ		A-8041	AUSTRIA	RG Chrysler voyager, WH Jeep Grand Cherokee, LE Chrysler 300C and XH Jeep Commander Assembly Contract	\$0.00
		DAIMLERCHRYSLER MANAGEMENT AUSTRIA Ges.m.b.H.	MANAGING DIRECTOR	BUNDESSTRASSE 83	DORFLA BEI GRAZ		A-8071	AUSTRIA		
Chrysler International Corporation	Malunix, S.A.	ATTN: HUMBERTO ZUCCHINO, GENERAL MANAGER	MIGUELETE 2276		MONTEVIDEO			URUGUAY	Distributor Agreement	\$0.00
Chrysler International Corporation	MB-Automobilvertriebs-gesellschaft m.b.H.	ATTN ALEXANDER PAPPAS	5035 SALZBURG - INNSBRUCKER		BUNDESSTRASSE		111	AUSTRIA	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Mercedes-Benz Colombia S.A.	ATTN: PATRICIO ALEJANDRO STOCKER	AV. CALLE 26 NO. 70A-25 (AV. EL DORADO NO. 70-25)		SANTAFE DE BOGOTA			COLOMBIA	Distributor Agreement	\$0.00
Chrysler International Corporation	Mercedes-Benz Colombia S.A.	ATTN: GERARDO CARRENO RODRIGUEZ, GERENTE ADMINISTRATIVO	AV. CALLE 26 NO. 70A-25 (AV. EL DORADO NO. 70-25)		BOGOTA			COLOMBIA	Indemnification Agreement	\$0.00
Chrysler International Corporation	Mercedes-Benz do Brasil Ltda.	ATTN: GENERAL COUNSEL	MERCEDESSTRASSE 137		STUTTGART		70327	GERMANY	Settlement Agreement	\$0.00
		ATTN: PHILIPP MICHAEL SCHIEMER, SALES VP	AVENIDA ALFRED JURZYKOWSKI, 562		SAO BERNARDO DO CAMPO, SP			BRAZIL	Assignment Agreement for General Distributor Agreement - Chrysler, Jeep and Dodge for Brazil	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Mercedes-Benz UK Ltd	ATTN: WILFRIED STEFFEM, PRESIDENT AND CEO	TONGWELL	MILTON KEYNES			MK15 8BA	ENGLAND	Assignment Agreement	\$0.00
Chrysler International Corporation	MSD Automotive Partners, LLC	ATTN MARCELLO LIGUORI, VP	645 FIFTH AVE	21ST FL	NEW YORK	NY	10022		Confidentiality Agreement	\$0.00
Chrysler International Corporation	New Africa Company for Importation of Cars and their Spare Parts (dba “Jadid Africa Company”)	MOHAMED ABDULLA AGHIL, CHAIRMAN	AIRPORT ROAD (FRONT OF OIL CLINIC)-BAB AKHARA	P.O. BOX 5166	TRIPOLI			SOCIALIST LIBYAN-ARAB PEOPLE'S JAMAHARIYA	Distributor Agreement	\$38,439.00
Chrysler International Corporation	NIC. Christiansen Holding A/S	ATTN: ANDERS HANSEN, CEO	SJAE LLANDSVEJ		KOLDING		DK-6000	DENMARK	Confidentiality Agreement, dated 5/28/08	\$0.00
Chrysler International Corporation	NIC. Christiansen Holding A/S	ATTN: ANDERS HANSEN	SJAE LLANDSVEJ 1		KOLDING		DK-6000	DENMARK	Confidentiality Agreement, dated 7/28/08	\$0.00
Chrysler International Corporation	Nile Engineering	ATTN: AYMAN EL YABOUTY, VICE CHAIRMAN & CEO	27/28 MAMAR SOUR NADI EL ZAMALEK	MOHANDESSEEN	GIZA			EGYPT	Dealer Agreement	\$0.00
		ATTN: AHMED HISHAM EL TAYEBY, CEO	27/28 MAMAR SOUR NADI EL ZAMALEK	MOHANDESSEEN	GIZA			EGYPT		
Chrysler International Corporation	Ovando S.A.	ATTN: PRESIDENTE EJECUTIVO	AVENIDA CRISTOBAL DE MENDOZA (2DO ANILLO) Y CANAL ISUTO	PO BOX 6852	SANTA CRUZ			BOLIVIA	Distributor Agreement	\$0.00
Chrysler International Corporation	Penske Automotive Group, Inc.	ATTN: ROBERT H. KURNICK JR., PRESIDENT	2555 TELEGRAPH ROAD		BLOOMFIELD HILLS	MI	48302-0954		Confidentiality Agreement	\$0.00
Chrysler International Corporation	PHC Motors LTD	39/40 Ring Road	South Industrial Area	P O Box 2969	Accra			GHANA	Payment Guarantee #779-02-0044700-1	\$0.00
Chrysler International Corporation	Phillip Escaravage (dba “Escaravage”)		95 OLD DUTCH ROAD		FAR HILLS	NJ	07931		Non-Circumvention and Commission Agreement	\$0.00
Chrysler International Corporation	Plasan Sasa Ltd	ATTN: V. P. INT'L MARKETING	KIBBUTZ SASA		MEROM HAGALIL		13870	ISRAEL	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Prism Marketing	ATTN: MANAGING DIRECTOR	19101 MIDWAY BOULEVARD		PORT CHARLOTTE	FL	33948		Sales Agreement	\$0.00
Chrysler International Corporation	Prodrive	ATTN: AJ BUTCHER, MANAGING DIRECTOR	ACORN WAY	BANBURY	OXFORDSHIRE		OX16 3ER	ENGLAND	Mutual Termination Agreement	\$0.00
		ATTN: AJ BUTCHER, MANAGING DIRECTOR	FEN END	KENILWORTH	WARKS		CV81NR	ENGLAND		
Chrysler International Corporation	Prodrive	ACORN WAY, BANBURY			OXFORDSHIRE		OX16 3ER	ENGLAND	Design, Validation, Homologation, and Modification Services Agreement	\$0.00
		ATTN: DEREK WISE	FEN END KENILWORTH		WARKS		CV8 1NR	ENGLAND		
Chrysler International Corporation	Prodrive	ATTN: ANDY TEMPEST	FEN END KENILWORTH		WARKS		CV8 1NR	ENGLAND	Viper Homologation Service Parts	\$0.00
Chrysler International Corporation	PVH Motor Corporation d/b/a Chrysler 65th Infantry	ATTN: GERARDO PASCUAL, PRESIDENT	65TH INFANTRY AVE., KM 2.5 CORNER OF JUAN PENA REYES		RIO PIEDRAS	PUERTO RICO			Dealer Agreement	\$0.00
Chrysler International Corporation	Reid & Compañía, C. por A.	ATTN: CLARA E. REID, PRESIDENT	AVENIDA JOHN F. KENNEDY	CASI ESQUINA LOPE DE VEGA	SANTA DOMINGO			DOMINICAN REPUBLIC	Dealer Agreement	\$0.00
Chrysler International Corporation	Saitco	ATTN: PRESIDENT	1575 MOUNTAIN ROAD		GLEN ALLEN	VA	23060		Distributor Agreement	\$0.00
Chrysler International Corporation	Schaltuper GmbH		MAINZER STR. 10		BERLIN		10715	GERMANY	Distributor Agreement re: Belarus	\$0.00
Chrysler International Corporation	Schaltuper GmbH		MAINZER STR. 10		BERLIN		10715	GERMANY	Distributor Agreement re: Moldova	\$0.00
Chrysler International Corporation	Schaltuper GmbH	ATTN SALMAN SCHALTUPER, EXECUTIVE DIRECTOR	MAINZER STR. 10		BERLIN		10715	GERMANY	Distributor Agreement	\$0.00
Chrysler International Corporation	SCOA Plc	ATTN: HASSAD BOULAS	157 APAPA OSHODI EXPRESSWAY		LAGOS			NIGERIA	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Servicios y Repuestos Nicaragua, S.A.	ATTN: GENERAL MANAGER	KM. 4 CARRETERA SUR	APARTADO POSTAL 4634	MANUGUA			NICARAGUA	Service Center Agreement	\$0.00



CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Servicios y Repuestos Nicaragua, S.A.	C/O SERENICA/EURONICA	NICABOX 816	PO BOX 02-5640	MIAMI	FL	33102-5640		Service Center Agreement	\$0.00
Chrysler International Corporation	Shanfari Automotive Co. L.L.C.	ATTN: VICE CHAIRMAN & CEO OR BUSINESS HEAD	ROMELAH STREET	P.O. BOX 1422	JIBROO, MUSCAT		114	SULTANATE OF OMAN	Distributor Agreement	\$0.00
Chrysler International Corporation	Shanfari Automotive Co. L.L.C.	P O Box 1422	Postal Code 114		Muttrah			SULTANATE OF OMAN	Standby Letter of Credit #06/PAY/053821	\$0.00
Chrysler International Corporation	Sheikh Mohamed B.Y. Al Rowaishan	AL ROWAISHAN MOTORS	ATTN: KAMAL SALEM ALI ABDO	SITEEN STREET SOUTH - PO BOX 19797	SANA'A			REPUBLIC OF YEMEN	General Distributor Agreement	\$0.00
Chrysler International Corporation	Simpson Motors Complex	ATTN: ALLAN HAYNES	SIMPSON MOTORS COMPLEX	WARRENS	ST. MICHAEL			BARBADOS	Service Center Agreement	\$0.00
Chrysler International Corporation	Simpson Motors Complex	ATTN: ALLAN HAYNES	PO BOX 98		BRIDGETOWN			BARBADOS	Service Center Agreement	\$0.00
Chrysler International Corporation	SK Bergé Automotriz S.A.		AV. AMERICO VESPUCIO 1601	QUILICURA	SANTIAGO DE CHILE			CHILE	Confidentiality Agreement (Argentina)	\$0.00
Chrysler International Corporation	SK Bergé	ATTN: JUAN EDUARDO ERRAZURIZ, PRESIDENT	AV. AMERICO VESPUCIO 1601	QUILICURA	SANTIAGO			CHILE	Confidentiality Agreement	\$0.00
		ATTN: JORGE NAVEA ATORRASAGASTI	AV. AMERICO VESPUCIO, 1601	QUILICURA	SANTIAGO DE CHILE			CHILE		
Chrysler International Corporation	Société de Distribution		58 Rue Arago		Puteaux		92800	FRANCE	Irrevocable Standby Letter of Credit #180739/09/08329	
Chrysler International Corporation	Société de Distribution Internationale	ATTN: PHILIPPE OBERMAN	58 RUE ARAGO		PUTEAUX		92800	FRANCE	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale	ATTN: CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Benin	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Burkina Faso	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Cameroon	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Central African Republic	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Chad	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Congo	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Democratic Republic of Congo	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Equatorial Guinea	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Gabon	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Gambia	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Ghana	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Guinea	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Liberia	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Société de Distribution Internationale, Mali	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Mauritania	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Niger	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Senegal	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Sierra Leone	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Société de Distribution Internationale, Togo	ATTN CO-GERANT	58, RUE ARAGO		PUTEAUX		92800	FRANCE	Distributor Agreement	\$0.00
Chrysler International Corporation	Sodiva S.A.		B P 1 724		Papeete, Tahiti		98713	FRENCH POLYNESIA	Standby Letter of Credit #06730CDI00000194	\$0.00
Chrysler International Corporation	Sodiva S.A.		B P 1 724		Papeete, Tahiti		98713	FRENCH POLYNESIA	Standby Letter of Credit #160110014454ETR	\$0.00
Chrysler International Corporation	Sodiva S.A.		B P 1 724		Papeete, Tahiti		98713	FRENCH POLYNESIA	Letter of Credit #16011-0030604ETR	\$0.00
Chrysler International Corporation	Southern Cross Motors Ltd	ATTN: NICHOLAS LUMSDEN	14100 KAFUE ROAD	PO BOX 33670	LUSAKA			REPUBLIC OF ZAMBIA	Distributor Agreement	\$35,462.00
Chrysler International Corporation	Spear Motors Ltd	ATTN: CHAIRMAN	PLOT M428 NAKAWA JINJA ROAD	PO BOX 1350	KAMPALA			REPUBLIC OF UGANDA	Distributor Agreement	\$0.00
Chrysler International Corporation	Star Auto S.A. Benin	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A., Burkina Faso	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Gambia	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Guinea-Bissau	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Guinea	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	Star Auto S.A. Ivory Coast	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Liberia	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Mali	THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Mauretania	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Niger	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Senegal	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Sierra Leone	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A. Togo	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
		ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST		
Chrysler International Corporation	Star Auto S.A.	ATTN: THOMAS WITZEL, DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
Chrysler International Corporation	Star Auto S.A.	ATTN: MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement	\$0.00
Chrysler International Corporation	Star Auto S.A.	MICHAEL RAUB, MANAGING DIRECTOR	21, RUE PIERRE ET MARIE CURIE	ZONE 4	ABIDJAN 01			REPUBLIC OF IVORY COAST	Distributor Agreement dated January 1, 2007	\$0.00
Chrysler International Corporation	TC Motors Inc.	Krasta 40, LV			RIGA		1003	LATVIA	General Distibutor Agreement	\$0.00
Chrysler International Corporation	T. Gargour & Fils Co. W.L.L.	ATTN: NADIM GARGOUR	ABU ALDANA HEAD OFFICE	P.O. BOX 721	AMMAN		11592	HASHEMITE KINGDOM OF JORDAN	Dealer Agreement	\$0.00
Chrysler International Corporation	T. Gargour & Fils Co. W.L.L.		ABU ALDANA HEAD OFFICE		AMMAN		11592	HASHEMITE KINGDOM OF JORDAN	Standby Letter of Credit #01311ML200604972	\$0.00
Chrysler International Corporation	T. Gargour & Fils S.A.L.	ATTN: PIERRE SAHYOUN	DORA HIGHWAY	MERCEDES-BENZ BLDG	BEIRUT			LEBANON	Distributor Agreement	\$0.00
Chrysler International Corporation	T. Gargour & Fils S.A.L.	ATTN: PIERRE SAHYOUN	DORA HIGHWAY	MERCEDES-BENZ BLDG	BEIRUT				Indemnification Agreement dated 2/1/2006	\$0.00
Chrysler International Corporation	T.T. Holding S.p.a.	ATTN: GEROLAMO MALVESITI, PRESIDENT	SAN GIOVANNI 3/5		CASTELLANZA (VA)		21053	ITALY	Confidentiality Agreement re: Czech Republic	\$0.00
Chrysler International Corporation	Trading Enterprises Company L.L.C.	ATTN: ADRIAN BEAUMONT, MANAGING DIRECTOR	PO BOX 5628		DUBAI			UNITED ARAB EMIRATES	Distributor Agreement	\$0.00

CHRYSLER ENTITY	COUNTERPARTY	ADDRESS ONE	ADDRESS TWO	ADDRESS THREE	CITY	STATE	ZIP	COUNTRY	TITLE OF AGREEMENT	CURE AMOUNT
Chrysler International Corporation	United Cars Al Mana	AL HILAL EAST	STREET NO. 820	AIRPORT RD	DOHA			STATE OF QATAR	General Distributor Agreement	\$0.00
		ATTN: MR. BADER O. AL MANA	PO BOX 17260		DOHA			STATE OF QATAR		
Chrysler International Corporation	Union Commercial Services Limited	ATTN: JOAO M. CARVALHO, PRESIDENT	LUTHER KING STREET 85 B		LUANDA			REPUBLIC OF ANGOLA	Distributor Agreement	\$0.00
Chrysler International Corporation	Union Commercial Services LTD		Rua Luther King 85B		Luanda			ANGOLA	Irrevocable Standby Letter of Credit #933157	\$0.00
Chrysler International Corporation	Union Commercial Services LTD		Rua Luther King 85B		Luanda			ANGOLA	Irrevocable Standby Letter of Credit #1215636001	\$0.00
Chrysler International Corporation	Union Commercial Services LTD		Rua Luther King 85B		Luanda			ANGOLA	Irrevocable Standby Letter of Credit #43649	\$0.00
Chrysler International Corporation	Union Commercial Services LTD		Rua Luther King 85B		Luanda			ANGOLA	Irrevocable Standby Letter of Credit #1215636002	\$0.00
Chrysler International Corporation	United Motors Company Ltd.		KHURAI5 RD.	P O BOX 58310	RIYADH		11594	KINGDOM OF SAUDI ARABIA	Distributor Agreement (Exclusive), dated 1/1/08	\$0.00
Chrysler International Corporation	US Automobile BP		91 98845 Noumea					NEW CALEDONIA	Standby Letter of Credit #00356963	\$0.00
Chrysler International Corporation	V.P.H. Motor Corporation		PO BOX 29477		SAN JUAN	PUERTO RICO			Dealer Agreement	\$0.00
			STATE ROAD NO. 2, KM. 156.4 NO 301	FRENTE KMART	MAYAGUEZ	PUERTO RICO				
		ATTN: GERARDO PASCUAL,SECRETARY	PONCE BY-PASS	SALIDA PARA MAYAGUEZ		PUERTO RICO				
Chrysler International Corporation	Veritas Automotive & Machinery, LLC	ATTN: PRESIDENT	2000 TOWN CENTER	SUITE 2110	SOUTHFIELD	MI	48075		Distributor Agreement	\$0.00
Chrysler International Corporation	Veritas Automotive & Machinery, LLC		Arar Street, Al-Riyadh Investment Cos Group Blvg.	P O Box 910538	Aman		11191	JORDAN	Irrevocable Letter of Credit #USB12008IN3837	\$0.00
Chrysler International Corporation	Wallenius Wilhelmsen Logistics Zeebrugge NV	ATTN RUBEN DECLERCQ	A. RONSESTRAAT 100		ZEEBRUGGE		8380	BELGIUM	Port Services Agreement	\$0.00
Chrysler International Corporation	Walter Frey Holding AG	ATTN: ALBERT KELLER	BADENERSTRASSE 600		ZURICH		CH 8048	SWITZERLAND	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Western Motors (Al Fahim)	P.O. BOX 46193			ABU DHABI			UNITED ARAB EMIRATES	Guaranty dated 3/39/2009	
Chrysler International Corporation	Western Motors Company	P.O. BOX 46193			ABU DHABI			UNITED ARAB EMIRATES	Distributor Agreement dated 41/2008	\$0.00
Chrysler International Corporation	Western Motors Company LLC	P.O. BOX 46193			ABU DHABI			UNITED ARAB EMIRATES	Letter Granting Request for Chrysler International Corp's Approval for Transfer and Assignment of Distributor Agreement for Automotive Products BTWN Chrysler and Al Jallaf Trading W.L.L.	\$0.00
Chrysler International Corporation	Western Motors Company LLC	formerly Al Jallaf Trading	P O Box 46193		Abu Dhabi			UNITED ARAB EMIRATES	Standby Documentary Credit #SDCABU020917	\$0.00
Chrysler International Corporation	Wiesenthal & Co AG	ATTN DR ALEXANDER MARTINOWSKY, CEO	1102 WIEN		TROSTSTRASSE		109-111	AUSTRIA	Confidentiality Agreement	\$0.00
Chrysler International Corporation	Wolfgang Denzel AG	ATTN ALFRED STADLER	ERDBERGSTRASSE 189-193		VIENNA		A 1030	AUSTRIA	Confidentiality Agreement, dated 5/28/08	\$0.00
Chrysler International Corporation	Wolfgang Denzel AG	ATTN ALFRED STADLER	ERDBERGSTRASSE 189-193		VIENNA		A 1030	AUSTRIA	Confidentiality Agreement, dated 8/8/08	\$0.00
Chrysler International Corporation	Zeszuta Sp, z o.o.	ATTN: ZESZUTA WINCENTY, PRESIDENT	26-600 RADOM	UL. GARBARSKA 79				POLAND	Nondisclosure Agreement	\$0.00
Chrysler International Corporation	Zubair Automotive L.L.C.	ATTN: MR. HANI M. AL ZUBAIR	SULTAN QABOOS STREET	P.O. BOX 800	MUSCAT		111	SULTANATE OF OMAN	Distributor Agreement	\$0.00
Chrysler International Corporation	Zubair Automotive L.L.C.	ATTN: MR. HANI M. AL ZUBAIR	SULTAN QABOOS STREET	P.O. BOX 800	MUSCAT		111	SULTANATE OF OMAN	Guaranty dated 5/16/2009	\$0.00

## ADDENDUM

The executory contracts and unexpired leases listed on this Annex B are hereby designated for assumption and assignment to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures Order.<sup>1</sup>

The Debtors are hereby designating all of the agreements identified on Annex B for assumption and assignment (any such agreement designated for assumption and assignment, a "Designated Agreement"). Unless otherwise stated on this Annex B, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements.

Each contract or lease listed on this Annex B will be assumed and assigned to the Purchaser only to the extent that any such contract or lease constitutes an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures Order, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of pre-Petition Date claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates. Generally, the Purchaser will make payment upon Cure Costs for Designated Agreements that are the subject of a Confirmation Notice in accordance with the terms of the Bidding Procedures Order.

---

<sup>1</sup>

Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the accompanying Assignment Notice.